

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND**
Baltimore Division

IN RE:
ANGELO W. BROOKS

Debtor

Case No. 13-25290-NVA

Chapter 13

FAY SERVICING, LLC, AS SERVICING AGENT FOR
PROF-2013-S3 LEGAL TITLE TRUST II, BY U.S. BANK
NATIONAL ASSOCIATION, AS LEGAL TITLE TRUSTEE
Movant

v.
ANGELO W. BROOKS

Debtor/Respondent
and
ROBERT S. THOMAS, II
Trustee/Respondent

FIRST NOTICE OF DEFAULT

Fay Servicing, LLC, as servicing agent for PROF-2013-S3 Legal Title Trust II, by U.S. Bank National Association, as Legal Title Trustee (the “Movant”), by counsel, hereby files this First Notice of Default (the “First Notice of Default”), and respectfully represents as follows:

1. The Movant is the beneficiary under a Deed of Trust executed by Angelo W. Brooks (the “Debtor”), which encumbers the real property known as 40 Throop Avenue, New Brunswick, New Jersey 08901 (the “Property”).

2. An Agreed Order Terminating Automatic Stay was entered by the Court in this case on July 27, 2016 (the “Agreed Order”). The Debtor is in default under the terms of the Agreed Order. The Debtor has failed to make the following payments required by the terms of the Agreed Order (the “Default”):

March 1, 2018 Monthly Payment	\$1,720.44
April 1, 2018 Monthly Payment	\$1,720.44
Attorney Fee	\$50.00
<u>Suspense</u>	<u>(\$801.33)</u>
Total =	\$2,689.55

3. Pursuant to the terms of the Agreed Order, unless within ten (10) days of the date of this First Notice of Default (the “Cure Period”) the Debtor cure the Default by tendering \$2,689.55 (the total amount of the Default) to the Movant in certified funds or cashier’s check, Movant’s obligation under the Agreed Order to forbear from exercising its rights to foreclose shall terminate and Movant shall be free to cause the commencement or continuation of a foreclosure sale of the Property.

4. Any cure of the Default must include payment of all amounts set forth herein, as well as any payments which have subsequently become due under the terms of the Agreed Order and any amounts that are due at the time the Debtor cure the Default. Any and all payments shall be made

payable to the Movant at the following address:

Fay Servicing, LLC
3000 Kellway Dr., Ste. 150
Carrollton, TX 75006

5. Acceptance of partial payment by the Movant during the Cure Period shall not constitute a satisfaction or waiver of this First Notice of Default, and upon the expiration of the Cure Period in the absence of complete cure of the Default, notwithstanding partial payment, Movant shall be free to cause the commencement or continuation of a foreclosure sale of the Property.

Dated: April 16, 2018

Respectfully Submitted,
BWW Law Group, LLC

/s/ Daniel Callaghan
Daniel Callaghan, Esq., MD Fed. Bar No. 13901
BWW Law Group, LLC
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Rockville, MD 20852
301-961-6555
301-961-6545 (facsimile)
bankruptcy@bww-law.com
Attorney for the Movant

CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of April, 2018, I reviewed the Court's CM/ECF system and it reports that an electronic copy of the foregoing First Notice of Default will be served electronically by the Court's CM/ECF system on the following:

Robert S. Thomas, II, Trustee

Kim Y. Johnson, Attorney

I hereby further certify that on this 16th day of April, 2018, a copy of the foregoing First Notice of Default was also mailed first class mail, postage prepaid, to:

Angelo W. Brooks
10303 Sunnyslake Place
Apartment F
Cockeysville, MD 21030

/s/ Daniel Callaghan
Daniel Callaghan, Esq.